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December 8, 2021

**VIA ECF**

The Honorable Victor Marrero  
United States Courthouse for the Southern District of New York  
500 Pearl Street, Suite 1610  
New York, New York 10007

Re: *Rosenfield & Co., PLLC v. Trachtenberg, Rodes & Friedberg, LLP, et al.*  
Case No. 1:21-cv-3858 (VM)  
Joint Letter of the Parties & Proposed Case Management Plan

Dear Judge Marrero:

The parties jointly submit this letter pursuant to the Court's Order, dated November 8, 2021 (Dkt. No. 79). A copy of the parties' proposed Civil Case Management Plan and Scheduling Order is enclosed with this letter as Exhibit "A."

**I. Brief Description of the Case**

Plaintiff, Rosenfield & Company, PLLC ("Rosenfield") filed this action asserting claims for breach of contract, or alternatively, unjust enrichment or *quantum meruit*. Rosenfield's claims are based on the alleged collective refusal of Defendants, Trachtenberg Rodes & Friedberg, LLP (hereinafter "TRF"), and Star Auto Sales of Bayside, Inc., Star Auto Sales of Queens, LLC, Star Hyundai LLC, Star Nissan, metro Chrysler Plymouth Inc., Star Auto Sales of Queens County LLC, and Star Auto Sales of Queens Village LLC (collectively referred to hereinafter as "Star Auto Group"), to pay the full amount due and owing for consulting expert and litigation support services work Rosenfield allegedly provided to Star Auto Group and its legal counsel, TRF, pursuant to a written engagement letter.

On October 24, 2019, TRF engaged Rosenfield to provide litigation support services, including consulting expert services, in the civil case, *Star v. Voynow*, Case No. 18-cv-5775-ERK-CLP (E.D.N.Y.). The engagement letter was electronically signed by TRF. Rosenfield alleges TRF had actual authority to engage Rosenfield and to direct Rosenfield to perform work on behalf of itself and/or Star Auto Group. Alternatively, to the extent Star Auto Group contends TRF lacked actual authority to sign the October 24, 2019 engagement letter on their behalf, Rosenfield asserts TRF had apparent authority to retain Rosenfield, which Rosenfield reasonably relied in providing services pursuant to the subjected engagement letter. After Rosenfield allegedly completely performed the consulting and expert litigation services TRF instructed it to perform pursuant to the engagement letter, Rosenfield provided its invoices to both Star Auto Group and TRF. Despite Rosenfield's demand for payment, the invoices were not paid. In total, Rosenfield alleged it is owed \$92,679.68 for services it allegedly performed pursuant to the

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October 24, 2019 engagement letter, plus pre-judgment interest and costs. Rosenfield denies all of the claims asserted against it by Star Auto Group in their First Amended Counterclaims.

TRF and third-party defendants Barry J. Friedberg, Esq. (“Friedberg”) and Leonard A. Rodes (“Rodes”), maintain that the claims asserted against them are baseless, and denies all claims asserted against them.

Star Auto Group denies all claims asserted against them.

Star Auto Group has asserted counterclaims against Rosenfield for breaches of three different contracts, breach of implied contract, promissory estoppel, and fraudulent misrepresentation. Each of the claims related to Rosenfield concern it (i) excessively and unreasonably billing Star for its services; (ii) failing to perform the forensic accounting work it was obligated to perform; (iii) billing for work not requested by Star; and (iv) refusing to return deposits for work never performed.

Star Auto Group has asserted cross-claims against TRF for contribution and/or indemnification, breach of contract for overbilling and violating the implied promise of due care for poor performance under the contract, and fraudulent misrepresentation. Star Auto Group has asserted cross-claims against Barry Friedberg and Leonard Rodes for contribution and/or indemnification and fraudulent misrepresentation.

## **II. Contemplated Motions**

On November 17, 2021, counsel for TRF, Friedberg, and Rodes, Esq., sent a pleading letter to counsel for Star Auto Group as per Your Honor’s rules regarding perceived pleading deficiencies in Star Auto Group’s Answer with Counterclaims, Cross-Claims, and Third-Party Complaint. On December 2, 2021, counsel for Star Auto Group requested an extension of time, through December 15, 2021, to respond to TRF’s letter. In the event the parties are unable to resolve this issue amongst themselves, counsel for TRF, Friedberg and Rodes will send correspondence to Your Honor, explaining why dismissal of the cross-claims and third-party complaint is warranted. There are no other contemplated motions at this time; however, the parties anticipate filing motions for summary judgment at the conclusion of discovery.

## **III. Prospect for Settlement**

The parties are open to exploring settlement opportunities amongst one another.

## **IV. Consent to Proceed Before a Magistrate Judge**

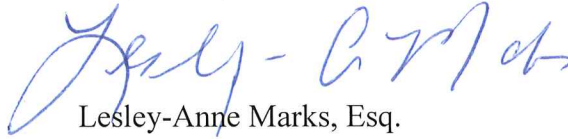
The parties do not consent to proceed before a Magistrate Judge in this case.

GRAYROBINSON  
PROFESSIONAL ASSOCIATION

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Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lesley - A Marks".

Lesley-Anne Marks, Esq.

*cc: All parties of record.*